

City of Brentwood

Request for Proposals

Information Technology Master Plan



Issue Date: August 20, 2020

Response Due: September 25, 2020 @ 4 p.m. (PST)

Project Manager: Michael Baria, Chief Information Systems Officer

Email: mbaria@brentwoodca.gov

I. INTRODUCTION

The City of Brentwood (**City**) is requesting proposals (**Proposals**) from qualified consultants (**Proposer or Firm**) for the development of an Information Technology (IT) Master Plan, which includes a GIS and Fiber Optic focus (**Project**). The objective of this project is to assess the current Information Technology environment and develop a sound and fiscally responsible plan that will serve as a roadmap for the effective and efficient use of technology in support of the City's overall goals and objectives. The City's current Strategic Plan Focus – Area 6 specifically supports development of an Information Technology Master Plan (<https://www.brentwoodca.gov/strategicplan>).

II. BACKGROUND

The City of Brentwood, California, is located approximately 55 miles east of San Francisco in Eastern Contra Costa County. The City has a long and storied history in agriculture and farming production that continues today through agri-tourism and local area farms. The 14.8 square mile City provides a full range of services to its nearly 65,000 residents.

City Organization

The City of Brentwood operates under a Council-Manager form of government. The nearly 315 staff serve the following departments at various physical locations throughout the City:

- City Manager's Office
 - City Manager
 - City Clerk
 - Economic Development
- City Attorney's Office
- Community Development
 - Building
 - Development Services
 - Housing
 - Planning
- Finance & Information Systems
 - Business Services
 - Financial Services
 - Information Systems (IS)
 - Utility Billing
- Human Resources
- Parks & Recreation
 - Administration

- Recreation
- Parks Maintenance
- Police and Police Dispatch
 - Administration
 - Operations
 - Special Services Bureau
- Public Works
 - Engineering
 - Fleet and Facilities
 - Streets Maintenance
 - Solid Waste Operations
 - Water Operations
 - Wastewater Operations

III. THE PROJECT

- A. Summary.** The City requires Information Technology Consultation Services (“**Services**”) for its Project. The Project involves the development of an Information Technology Master Plan, which includes a GIS and Fiber Optic focus. The Services required for the Project include developing a sound and fiscally responsible plan that will serve as a roadmap for the effective and efficient use of technology in the City.
- B. Form of Agreement.** A copy of the City’s standard Professional Services Agreement (**Agreement**), is attached and incorporated as **Attachment A**. By submitting a Proposal, the Proposer agrees to enter into the Agreement using the attached form with no exceptions to the form of the Agreement.
- C. Scope of Work.** The required Scope of Work is attached and incorporated as **Attachment B**. By submitting a Proposal, the Proposer represents that it is fully qualified and available to provide the Services set forth in the Scope of Work at the price set forth in its Proposal, and that it agrees to provide those Services if it is awarded the Agreement, which will attach and incorporate the Scope of Work.

IV. PROPOSAL SUBMITTAL REQUIREMENTS

- A. Requests for Information.** The City will respond to written submitted requests for clarification, objections relating to the Request for Proposal (**RFP**), the RFP attachments, the RFP procedures, the Project, or the required Services only when submitted via email to Michael Baria, Chief Information Systems Officer, at mbaria@brentwoodca.gov by 4:00 p.m., September 2, 2020 (the Request for Information Deadline). Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be deemed waived. Firms receiving this RFP and any firm that submits a question will receive a response to all questions submitted. Responses will be sent to firms via email and will be posted on the City's website at <https://www.brentwoodca.gov/itmasterplan>. Interested parties shall not directly contact any Brentwood staff member or appointed official. The City will not be bound by the oral representations of any City officials, employees, or representatives.
- B. Addenda.** City reserves the right to issue addenda to modify the terms and conditions of this RFP, including modifications to the Proposal Deadline or to the Exhibits to this RFP. Addenda will be emailed and posted on the City's website at <https://www.brentwoodca.gov/itmasterplan>. Each Proposer is solely responsible for checking the City's website for addenda, and for reviewing any and all addenda before submitting its Proposal.
- C. Submittal Instructions.** Proposals must be *received* by the City by or before September 25, 2020 at 4:00 p.m. (**Proposal Deadline**). Proposer must submit one copy of the proposal in electronic format (pdf or Word) via email to Michael Baria, Chief Information Systems Officer, with the subject line stating: Proposal for Information Technology Master Plan at mbaria@brentwoodca.gov by the Proposal Deadline. Late submissions will be disregarded.
- D. Time Schedule.** The dates below are subject to change at the City's discretion:

Release of RFP	August 20, 2020
Request for Information Deadline	September 2, 2020 @ 4 p.m. (PST)
Last Day for City to Respond to Questions	September 11, 2020 @ 4 p.m. (PST)
Proposals Deadline	September 25, 2020 @ 4 p.m. (PST)
Evaluation of Proposals/Reference Checks	September 28 – October 2, 2020
Interviews (if requested by City)	Week of October 5, 2020

Agreement Negotiation	Begins Week of October 12, 2020
City Council Consideration of Award	November 10, 2020

E. Proposal Requirements. Regarding all three tasks, the City does not wish to limit the Proposer or dictate what is being proposed but is most interested in the Proposer developing a plan they believe will most effectively meet the City's objectives of assessing current gaps and developing a plan for improved business systems. The plan should specify the ways recommended technology solutions will improve City operations and overall service delivery and streamline operations to achieve increased productivity. Therefore, the Proposer may include other elements than those listed in Attachment B Scope of Services.

As part of their proposal the Proposer must provide a proper and comprehensive plan and timeline of how they will complete this Project. Recommendations should be prioritized accordingly. The City looks to the Proposer to present a cost-effective fee proposal to complete the Scope of Work and provide an estimated schedule for completion of the report, including interviews with the various City departments.

The Proposal should describe the methodology that will be used to accomplish each of the key activities suggested in the Scope of Work. The Proposer should also describe the specific tasks that will be completed.

Please note that this RFP cannot identify each specific, individual task required to successfully and completely implement this project. The City relies on the professionalism and competence of the proposing consultant to be knowledgeable about the general areas identified in the Scope of Work and of adequate competence to include in its proposal all required tasks and subtasks, personnel commitments, hours, direct and indirect costs, and anything else the Proposer believes responsive to this RFPs.

Responses should be organized into the following sections and contain the following information:

1. Letter of Interest

- i. Must include firm name, address, telephone number, website address, and email.

- ii. Contact information, including name, title, address, phone number, and email, of Proposer's primary representative for purposes of this RFP.
- iii. Letter must be signed by person(s) authorized to bind Proposer by contract and must state his or her name, title, and email address.

2. Firm/Organization

- i. Type of ownership - individual, partnership, corporation, and State of formation.
- ii. Number of years in business.
- iii. Listing of primary services provided.
- iv. Size of firm.
- v. Insurance coverage in force (general liability, professional liability, automotive liability, worker's compensation) and limits of same. (*Refer to Attachment A sample copy of City's Professional Services Agreement for insurance requirements.*)

3. Project Team

- i. Identify key personnel proposed and roles for this project.
- ii. Include biographies for key personnel and their experience on comparable projects.
- iii. Identify subcontractors, if any, to be utilized and include biographies showing their experience on comparable projects.

4. Qualifications/Reference

- i. Identify a minimum of three IT Master Plans or similar projects Firm has provided over the past five years for public sector agencies. Include project name/location, brief description and results, completion date, client name, address, and contact telephone number
- ii. A statement that Firm is 100% independent, receiving no fees or commissions from any third party that could potentially be considered as a qualified vendor supplying hardware or software to the City; that the Firm will maintain insurance that meets or exceeds the minimum requirements

of the City as designated in Attachment A; and that the Firm will obtain a City of Brentwood Business License prior to execution of the contract.

- iii. Include a sample format of work to be performed.
- iv. Describe any applicable experience working with similar agencies.

5. Understanding of Scope of Work and Proposed Plan of Work

- i. In this section, Firm is requested to demonstrate their understanding of the tasks and services requested.
- ii. Present your approach, including key activities and tasks to complete, to meet the objectives outlined in this RFP.
- iii. Provide a proposed project schedule including milestones and project completion.

6. Cost Proposal

- i. Provide a detailed fee proposal that is divided by tasks (1,2,3) as indicated in Attachment B Scope of Work. The fee proposal should include all anticipated reimbursable expenses as a separate line item and the charge rates of the people who would perform the work (please identify tasks to be performed by sub-consultants). The City anticipates a fixed fee for service.
- ii. By submitting a Proposal, the Proposer agrees that the lump sum price and proposed approach to providing the Services, including staffing, constitute a firm offer to enter into the Agreement with the City, and that the offer will remain open for a minimum of 90 days after the Proposal Deadline to allow adequate time for the City to consider each proposal and make an award.

V. RFP EVALUATION AND AWARD PROCESS

A. Review. Each proposal will be reviewed by an evaluation committee to determine if it meets the proposal requirements listed in IV(E), above. Failure to meet the requirements for the Request for Proposals may be cause for rejection of the Proposal. The following criteria will be used for selection of a finalist:

- a. Demonstrated understanding of the Project requirements based on submitted response.
- b. Ability to clearly articulate an effective and efficient approach to successfully completing the Project.
- c. The quality and experience of the consultant or consulting firm's project manager and other key staff who will be working on this project.
- d. Past experience and results with similar projects that have been successfully completed.
- e. Feedback from reference customers and accounts.
- f. Total cost for proposed services.

Proposals will not be opened publicly. The lowest price shall not solely determine the awarded contract. Issuance of this Request for Proposals and receipt of proposals does not commit the City to award a contract as the City reserves the right without prejudice to reject any or all proposals.

- B. Process.** The evaluation committee may, at its sole option, ask for interviews or oral presentations by any Proposer(s) participating in this process. Meetings of the evaluation committee are not public meetings as defined by California open meetings laws (the Brown Act). Attendance at any such interview will be at the Proposers expense.
- C. Selection.** A final selection will be determined following review of all proposals, costs and/or formal oral presentations. The evaluation committee will make a recommendation following reference checks for a contract to be awarded by the City. Final approval rests with the City Council. The Proposers will be notified of staff's intended recommendation by a Notice of Selection which will be posted on the City's website at <https://www.brentwoodca.gov/itmasterplan>, and which may also be emailed to each Proposer that submits a Proposal.
- D. Protest Procedures.** Any protest challenging the City's intended selection or the selection process must be submitted no later than 5:00 p.m., on the fifth business day following the date of the Notice of Selection. The protest must be submitted in writing via email to Michael Baria, Chief Information Systems Officer, at mbaria@brentwoodca.gov, and must clearly specify the basis for the protest. The protest will be reviewed by the Director of Finance & Information Systems in

consultation with the City Attorney's Office, and the Director's determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the City reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

- E. **Special Note.** The City reserves the right to negotiate with the Proposer on the rates and fees identified on the cost proposal, included in this solicitation and completed and returned by the consultant in its proposal. A final contract with the consultant may not include the original rates and fees identified on the cost proposal as submitted in the proposal.

VI. MISCELLANEOUS

- A. **Disclaimers and Reservation of Rights.** Upon receipt, each Proposal becomes the sole property of the City and will not be returned to the Proposer. Each Proposer is solely responsible for the costs it incurs to prepare and submit its Proposal. The City reserves, in its sole discretion, the right to reject any and all Proposals, including the right to cancel or postpone the RFP or the Services at any time, or to decline to award the Agreement to any of the Proposers. The City reserves the right to waive any immaterial irregularities in a Proposal or submission of a Proposal. The City reserves the right to reject any Proposal that is determined to contain false or misleading information, or material omissions.
- B. **Conflict of Interest.** Proposers must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Proposer, any employees of Proposer, or any other person relative to the Services to be provided pursuant to this RFP. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. City employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Proposer.
- C. **Public Records.** The City is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the **Act**), and each Proposal submitted to the City is subject to disclosure as a public record, unless the Proposal or any portion thereof is exempt under the Act. If a Proposer believes that any portion of its Proposal is exempt

from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Proposer bears the burden of proving any claimed exemption under the Act, and by submitting a Proposal, a Proposer agrees to indemnify, defend, and hold harmless the City against any third party claim seeking disclosure of the Proposal or any portions thereof.

Attachments:

Attachment A – Professional Services Agreement

Attachment B – Scope of Work

Attachment A – Form of Agreement

AGREEMENT FOR INFORMATION TECHNOLOGY MASTER PLAN SERVICES

[Insert Name of Consultant]

THIS AGREEMENT is made and entered into as of the ____ day of _____, 20__ by and between the City of Brentwood, a municipal corporation of the State of California ("City"), and _____, a _____ ("Consultant") (each a "Party" and collectively, the "Parties").

RECITALS

A. City does not have available personnel specifically trained and experienced to perform the special services required and requires the professional services of a consultant that is experienced in _____.

B. Consultant has the necessary professional skills and experience necessary to perform the services described in this Agreement.

C. City desires to engage Consultant to provide these services by reason of its qualifications and experience in performing such services

D. Consultant has submitted a proposal to City and has affirmed its willingness and ability to perform such work on the terms and manner set forth in this Agreement.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work.

1.1 City retains Consultant, as an independent contractor, to perform, and Consultant agrees to render, those services (the "Services") that are described in the attached Exhibit "A," which is incorporated by this reference, pursuant to this Agreement's terms and conditions.

1.2 Consultant will control the manner and the means of the work to be performed, and be responsible for the professional quality, technical accuracy and coordination of the Services. Consultant will, without additional compensation, correct or revise any errors or deficiencies in the Services.

1.3. Consultant will keep City informed on a regular basis that the Services are being performed in accordance with the requirement and intentions of this Agreement.

1.4 If applicable, Consultant has designated those persons listed in Exhibit "A" to provide the Services to the City. Consultant will not change or reassign those persons described in Exhibit "A" without prior written notice to City, and will not replace those individuals with individuals to whom City has a reasonable objection.

2. Standard of Performance. Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the Services. While performing the Services, Consultant will exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Northern California area. The acceptance of the Services by City does not release Consultant from these obligations.

Consultant will be responsible for employing or engaging all persons necessary to perform the Services. Consultant will control the manner and means of the services to be performed by its employees and subconsultants. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors,

if any, and will keep the Services under its control. On demand of City, if any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the Services.

3. Term. Unless earlier terminated, the term of this Agreement will commence upon the date first above written and will expire upon completion of the Services by Consultant.

4. Schedule. Consultant will generally adhere to the schedule set forth in Exhibit "A" provided, that City will grant reasonable extensions of time for the performance of the Services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of City's project schedule and agrees to put forth its best professional efforts to perform the Services in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound practices. Consultant will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

5. Compensation.

5.1 The total fee payable for the Services to be performed during the term of this Agreement will be a not to exceed amount of _____ dollars (\$_____) as may be further specified in the attached Exhibit "A." No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. The City reserves the right to withhold a ten percent (10%) retention until City has accepted the Services.

5.2 Payment will occur only after receipt by City of invoices sufficiently detailed to include hours performed, hourly rates, and related activities and costs for approval by City.

5.3 Within thirty (30) days after receipt of any applicable progress payment request, City will verify the accuracy of the request, correct the charges where appropriate, and make payment to Consultant in an amount equal to the amount of such application, as verified or corrected by City. No payment made prior to completion and acceptance of the Services will constitute acceptance of any part of the Services. City reserves the right to withhold payment from Consultant on account of Services not performed satisfactorily, delays in Consultant's performance of Services, or other defaults hereunder.

6. Status of Consultant. Consultant will perform the Services in Consultant's own way, by controlling the manner and means of the work City needs completed, and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the Services under this Agreement will not be considered employees of City for any purposes whatsoever.

The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment, including, but not limited to, those based on any provision of the Federal Affordable Care Act, which City may be required to make on behalf of Consultant or any agent, employee, or contractor of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

7. Subcontracting. Consultant's services are being requested by City because they are unique and personal. Except as may be specified in Exhibit "A", Consultant will not subcontract any portion of the Services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the Services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subcontractor and of the persons

either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

8. Other Consultants. The City reserves the right to employ other consultants in connection with the Services.

9. Indemnification. Consultant will hold harmless, defend and indemnify City, its officers, agents, volunteers and employees from and against any and all claims, demands, costs or liability including attorney fees arising out of or in any way connected with the performance of this Agreement, caused in whole or in part by any act or omission of the Consultant, any of its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused by the active negligence, sole negligence, or willful misconduct of City.

10. Insurance. Consultant will obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A:VII."

10.1 Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the above-designated insureds except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

10.1.1 Commercial General Liability Insurance. \$2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

10.1.2 Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim.

10.2 Endorsements. For Commercial General Liability Insurance, Consultant will ensure that the policies are endorsed to name the City, its officers, agents, volunteers and employees as additional insureds. Prior to City's execution of this Agreement, Consultant will furnish, to the satisfaction of the City, certificates of insurance and endorsements.

10.3 Cancellation. Insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent pursuant to the notice provisions of this Agreement.

10.4 Failure to Maintain Coverage. If Consultant fails to maintain any of these insurance coverages, then City will have the option to declare Consultant in breach of this Agreement, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Consultant is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Consultant or deduct the amount paid from any sums due Consultant under this Agreement.

10.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

10.6 Primary Coverage. For any claims related to the Services and this Agreement, the Consultant's insurance coverage will be primary insurance with respect to City, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by City for itself, its officers, agents, volunteers and employees, will be in excess of Consultant's insurance and not contributory with it.

10.7 Reduction in Coverage/Material Changes. Consultant will notify City in writing pursuant to the notice provisions of this Agreement thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this Agreement or any material changes to the respective insurance policies.

10.8 Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

11. Business License. Consultant will obtain and maintain a City of Brentwood Business License for the term of the Agreement, as it may be amended from time-to-time.

12. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. Ownership of Documents.

13.1 All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

13.2 The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

14. Copyrights. Consultant agrees that all copyrights that arise from the Services will be vested in City and Consultant relinquishes all claims to the copyrights in favor of City.

15. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Consultant will not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

16. Notices. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by facsimile or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

For City:

City of Brentwood
150 City Park Way
Brentwood, CA 94513
Phone No. (925) _____
Facsimile No. (925) _____
Attn: _____

For Consultant:

Name: _____
Title: _____
Address: _____
Phone No.: _____
Facsimile No.: _____
Attn: _____

Either Party may change its address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

17. Conflicts of Interest.

17.1 City will evaluate Consultant's duties pursuant to this Agreement to determine whether disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Consultant or any of Consultant's employees, agents, or subcontractors. Should it be determined that disclosure is required, Consultant or Consultant's affected employees, agents, or subcontractors will complete and file with the City Clerk those schedules specified by City and contained in the Statement of Economic Interests Form 700.

17.2 Consultant understands that its professional responsibility is solely to City. Consultant warrants that it presently has no interest, present or contemplated, and will not acquire any direct or indirect interest, that would conflict with its performance of this Agreement. Consultant further warrants that neither Consultant, nor Consultant's agents, employees, subcontractors and consultants have any ancillary real property, business interests or income that will be affected by this Agreement or, alternatively, that Consultant will file with the City an affidavit disclosing this interest. Consultant will not knowingly, and will take reasonable steps to ensure that it does not, employ a person having such an interest in the performance of this Agreement. If after employment of a person, Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant will promptly disclose the relationship to the City and take such action as the City may direct to remedy the conflict.

18. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the Services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the Services with all applicable laws, ordinances and regulations.

19. Discrimination and Harassment Prohibited. Consultant will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

20. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Consultant in writing pursuant to the notice provisions of this Agreement. Consultant has five (5) business days to deliver any documents owned by City and all work in

progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

21. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

23. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

24. Testimony. Consultant will testify at City's request if litigation is brought against City in connection with Consultant's services under this agreement. Unless the action is brought by Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Consultant will compensate Consultant for time spent in preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

25. Successors and Assigns. It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Consultant without the prior written consent of City, which will not be unreasonably withheld.

26. Section Headings. Section headings as used in this Agreement are for convenience only and will not be deemed to be a part of such sections and will not be construed to change the meaning of the section.

27. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

28. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

29. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

30. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

CONSULTANT:

CITY:

* By: _____

By: _____
Terrence Grindall, Interim City Manager

Printed Name: _____

Title: _____

ATTEST:

** By: _____

By: _____
Margaret Wimberly, City Clerk

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
Damien Brower, City Attorney

If required by City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

***Group A.**
Chairman,
President, **or**
Vice-President

****Group B.**
Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

If an LLC:

- The Agreement must be signed by a Managing Member **or** the LLC must attach a resolution empowering the signatory to bind the LLC.

If a partnership:

- The Agreement must be signed by the Managing Partner **or** the Partner authorized to execute agreements of this type. Additional documentation, such as the partnership agreement, confirming this signature authority may be required.

If a sole proprietorship:

- The Agreement must be signed by the owner.

DRAFT

EXHIBIT “A”

SCOPE OF SERVICES

[For purposes of the RFP, this page is intentionally left blank. The Scope of Services (Attachment B) to the RFP will replace this Exhibit when the Agreement is finalized with the Consultant]

DRAFT

Attachment B – Scope of Work

The City has defined three tasks to be performed. The preference is for one consultant to complete all three tasks. Consultants may partner with a third-party for subject matter expertise to complete the tasks.

Task 1. Information Technology Plan

Objective: The City is seeking the professional support of a firm knowledgeable in information systems and technology best practices to conduct a needs assessment and prepare a master plan that will serve as a vision and roadmap for addressing the short- and long-term business system needs across the City organization. The plan should contain clear goals and action items that will move the City forward and can be structured in a manner that allows for ease and clarity of implementation by staff. The City is focused on the proposed IT Master Plan as the cornerstone of its efforts to improve the balance between demand for more and better technology and available IT resources (including staff and funds).

Environment: As part of the Finance & Information Systems Department and under the leadership of the Director of Finance & Information Systems, the Information Systems Division consists of 1 manager, 2 specialists, 4 technicians and 1 technical assistant. The division is responsible for administering and maintaining a diverse assortment of technologies across all departments. The technologies include typical client/server components such as servers (virtual and physical), databases and applications, physical security including access control and surveillance, audio/visual systems, networking and telecommunication, and all relevant supporting technologies.

While most systems are hosted on the premises, a growing number of services and solutions are hosted or are cloud-based. Enterprise systems are listed on the City's website at <https://www.brentwoodca.gov/enterprisesystems>. The City also provides limited contract IT support services (e.g., desktop, printers, voice) to five East Contra Costa Fire Protection District fire stations and a county library.

The City anticipates a project scope that includes the activities outlined below; however, proposers should develop a plan of work they believe will most effectively meet the City's objectives of assessing current gaps and developing a roadmap for improved business systems. Proposers should be prepared to:

- Evaluate the City's current technology environment, including services provided, applications used, infrastructure tools, funding, product lifecycle, and service methodology;
- Meet with key staff in all City departments as well as Information Systems (IS) staff, to determine desired business systems and technology needs;

- Estimate the budget requirements for each recommended application and infrastructure need for initial implementation and ongoing support;
- Develop recommendations that will help ensure the City's ability to effectively use technology to support its business needs;
- Utilize a cost/benefit analysis to develop a prioritization schedule for the recommendations; and
- Document and present findings in a comprehensive three- to five-year master plan.

The plan should be innovative and provide specific recommendations that will assist the City in achieving its objectives.

The consultant should, at a minimum:

1. Prepare a comprehensive assessment of existing technologies and staffing that will identify current strengths and weaknesses, including documentation of existing City information system business processes.
 - a. Assess and make recommendations about the City's systems (including, but not limited to, prioritization, risk levels, time to implement, and budgetary cost.):
 - i. Enterprise Systems and System Requirements
 - ii. Legacy Systems
 - iii. Network Infrastructure and Wireless
 - iv. Network Security
 - v. Data and Endpoint Security
 - vi. Cybersecurity and Cloud-based Computing
 - vii. Desktop Environment
 - viii. Servers and Virtualization Infrastructure
 - ix. Storage and Back-ups
 - x. Telecommunications
 - xi. Database Architecture Analysis
 - xii. Business Continuity and Disaster Recovery
 - xiii. Web Based Services
 - xiv. Mobile Devices and Remote Accessibility
 - xv. ADA compliance:
 1. Verify that online services and technologies for the public and third-party services meet ADA compliance
 2. Ascertain conformance to Web Content Accessibility Guidelines (WCAG) version 2.0 Level AA Success Criteria
 3. Identify accessibility barriers and make compliance suggestions

- xvi. Recommend cost savings and efficiencies between departments and with respect to available regional partnerships and collaboration strategies. Include any environmental improvements (green initiatives).
 - xvii. Estimate budget requirements for each recommended application and infrastructure need for initial implementation and ongoing support.
 - b. Assess IS's ability to design, plan, deliver, operate and control information technology services (Information Technology Service Management and Information Technology Asset Management), identify best industry practices, and recommend ways to address areas needing improvement.
2. Develop a gap analysis of technology/processes.
3. Identify opportunities for increased efficiency in City operations through technology. Include:
- a. Trending technologies as well as recommended strategies for continual assimilation of such technologies
 - b. Strategy for implementing new technology
 - c. Provisions for continuous IT improvement and sustainability
 - d. Integration or succession of legacy systems
 - e. Recommendation for IT investments
4. Review, assess and recommend IT Governance strategies:
- a. Include staffing and reporting recommendations
 - b. Review and recommend updates to current policies and identify any missing policies
 - c. Include recommendations to inform and align information technology decision making
 - d. Include recommendations to ensure consistent and timely communications for departments, end users, vendors, and other applicable persons and third parties.

Task 2. GIS

Objective: To conduct a comprehensive needs assessment of the current state of the City's GIS program and provide recommendations to more efficiently and effectively utilize GIS as a key business system within the organization. The selected firm shall be qualified with demonstrated experience in developing and implementing successful comprehensive GIS Strategic Plans. The consultant should also have proven expertise in the implementation, configuration, and management of the ESRI suite of GIS products.

Environment: The City maintains an enterprise GIS system widely used by the organization. Hardware was replaced in 2019, software in use includes ESRI ArcGIS Server/Desktop (10.6.1), SQL Database 2016, Microsoft Windows Server 2016 and GeoCortex Essentials. Overall

administration of the GIS for the City is completed by the GIS coordinator and an engineering technician who currently reside within the Public Works Department. The staff oversee data creation and management, provide hardware and software support, perform analysis, and publish interactive web-based content for inquiry and field data collection. The engineering tech position only provides data entry and map production support. Complex GIS tasks, hardware/software support, analysis and any project management duties are performed by the GIS coordinator alone.

Publicly available web maps can be found at <https://www.brentwoodca.gov/gismap>.

The City anticipates a project scope that includes activities outlined below, however, proposers should develop a plan of work they believe will most effectively meet the City's GIS objectives:

1. GIS Needs Assessment. Consultant shall survey/interview each division's business processing staff with respect to existing GIS needs and future opportunities in the next two to five years based on industry trends.
 - a. Detail and document what is working well, what could be improved, and what should be added or discontinued.
 - b. The proposed assessment should consider specific needs and opportunities for each department. Include training and end-user education required to optimize use of the GIS system.
 - c. Department assessments should identify the core data sets used by the department, the nature and use of the data, and applications/business processes supported by the data. This should also include any datasets the departments believe are missing and should be developed.
2. Enterprise GIS Data Review. Assess the quality, quantity, organization, and completeness of the City's existing enterprise GIS databases, including:
 - a. Review and assess workflows for data maintenance.
 - b. Review and assess GIS database organization and configuration, including the use of multiple standalone databases, integration with existing business systems, data ownership, permissions, versions, and replication.
 - c. Make recommendations for tuning and performance optimization of the GIS databases.
 - d. Review existing storage, backup and recovery strategies and make recommendations for improvements.
 - e. Recommend strategies for consolidation of data where possible to minimize redundancy of data.
 - f. Recommend strategies for configuration of GIS databases to best facilitate communication and interaction with data that resides in non-spatial business systems.
 - g. Recommend strategies for providing efficient and open access to public GIS data.

- h. Make recommendations for minimum metadata standards for enterprise data.
 - i. Produce a gap analysis that identifies the data assets and information architecture needed to support the recommended initiatives in the plan.
- 3. Evaluate the GIS program to ensure and recommend the proper funding and staffing to implement the strategic plan recommendations. The plan should also identify the inefficiencies of GIS-centric applications currently used by the City, specifically the Asset/Maintenance Management System, among others, and address how inefficiencies in the integration with the GIS should be addressed with specific recommendations.

Task 3. Fiber Optic

Objective: The City seeks assistance in the development of a Fiber Optic Master Plan, which provides a five-year roadmap to guide network infrastructure development and utilization. The fiber optic plan should be citywide in focus and should provide guidelines for design, construction, implementation, maintenance, regulation and funding of the City's fiber optics assets and related technologies.

Environment: Beginning in 1999 the City of Brentwood required conduit installation in all new subdivisions. In May 2015 the City partnered with SONIC internet provider to install fiber-optic cables in those conduits. SONIC is also responsible for the maintenance of the conduits. In return, the City agreed to lease the fiber-optic cables back to SONIC. Once SONIC crews have installed the cable, the spatial file is sent to the City and incorporated into the City's GIS.

Key elements of the plan will include:

1. Perform a complete assessment of the City's current fiber optic infrastructure. A GIS fiber layer will be provided to the selected consultant. The layers are updated as developments are added (most recent within the last three months) but there may be older developments that are not documented.
 - a. Review existing SONIC agreement to determine areas of vendor compliance and non-compliance.
 - b. Physically review existing fiber connectivity to document current uses and locations.
2. Identify fiber-related business/operational requirements for the following groups:
 - a. Public Safety – fiber to support current and future cameras at intersections and City facilities (e.g., parks)
 - b. Business Community – options to expand City Wi-Fi services in downtown to support economic development
 - c. Residential Community – opportunities to expand into the City's older neighborhoods (built prior to 1999)

- d. City Government – opportunities to leverage existing fiber installations in conjunction with the review described above in section 1b.
 - e. Provide recommendations regarding the effective use of City fiber assets to meet the needs of the groups identified.
3. Provide recommended City standards for third-party installations of broadband services (e.g., 5G)
 4. Provide recommendations on ways to improve the overall resiliency of the City's fiber optic network, including industry best practices and examples of other city or county uses.
 5. Provide recommendations regarding the ongoing maintenance of the City's fiber optic infrastructure.
 6. Identify funding sources and partnership opportunities for expansion and build-out opportunities.